

TERMS OF USE

These Terms and Conditions (hereinafter called the **"Terms of Use**") apply to the website located under the domain info@naxex.co (hereinafter called the **"Website"**), owned and operated by Naxex Ltd. (hereinafter called the **"Company"**).

Please read the Terms of Use carefully. Your access to this Website is subject to these Terms of Use, the <u>Privacy Policy</u> and <u>Cookie Policy</u> and any other terms and conditions or notices issued or authorised by us that are contained on the Website (hereinafter referred to collectively as "**the Terms**"). By using the Website you agree to be bound to the Terms and you re-affirm that acceptance every time you access the Website.

The use of the Website is for information purposes. You agree to use the Website in accordance with the Terms of Use and for lawful purposes only and in a manner that does not infringe the rights of, or restrict the use of the Website, by any third party. At any time the Company has a right to modify, amend, supplement and/or remove any and whole part of the content of the Website.

Governing Law of these Terms of Use and in general of the Website is the Law of Vanuatu.

Personal Data

Any personal Data that shall be collected by the Company through this website, shall be processed according to the applicable Vanuatu Law on data protection, as amended or replaced from time to time. The personal data collected by the Company shall not be stored longer than it is necessary for the purposes of its collection or further processing.

Intellectual Property

The Website, as well as its content and structure are protected under Copyright Law as an intellectual property.

All copyright and other rights (including database rights, trademarks (whether registered or unregistered) and all other intellectual property rights) in and to the Website and their contents (which for the avoidance of doubt shall include all information contained in or available from the Website ("**the Contents**") are owned by or licensed to the Company or are otherwise used by the Company as permitted under applicable laws.

You agree not to copy, distribute, process, modify, merge the Website content in general or with any other works, also convey, archive, process on a systematic basis as well as to use the Contents of the Website or any part of it, without the written consent of the Company.

Liability

For any use of the Website in violation of the aforementioned, the Company bears no liability.



The Company shall not be liable for any damage that may occur to your hardware or software that may arise as a result of the use of the Website or for any damage incurred by the content of the Website, its partial or complete, temporary or permanent unavailability and any other consequences resulting to the above, irrespective of the actual person or reasons that caused it.

Access to the Website

The Company reserves the right at any time to deny or terminate all or part of your access to the Website where in its opinion, there are concerns regarding unreasonable use, security or unauthorised access or where you have breached any of these Terms of Use, without giving prior notice to you. In case of termination, you are no longer authorised to access the Website, but all restrictions imposed on you and the disclaimers and limitations of liability set out in the Terms will survive termination and any legal rights accrued to the Company against you up to the date of termination, shall not be affected.

These Terms of Use were last updated on February 2021.